

**CONTRACT #8**  
**RFS # 332.34-02-07**

**University of Tennessee**  
**Health Science Center**  
**College of Medicine**

**VENDOR:**  
**Semmes-Murphey Neurologic**  
**and Spine Institute**



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower  
Knoxville, TN 37996-0174  
Phone: (865) 974-2243  
Fax: (865) 974-1324

September 28, 2006

Mr. Jim White  
Executive Director  
Fiscal Review Committee  
320 Sixth Avenue, North – 8<sup>th</sup> Floor  
Nashville, TN 37243-09057

RECEIVED

OCT 03 2006

FISCAL REVIEW

Dear Mr. White:

I would like to extend my appreciation to you, Leni Chick, and others for their effort in preparing information for the August 24 contract review seminar. The university had 16 employees from across the state attending this meeting, and based on our discussions after the seminar, I know we collectively have a greater understanding of the process and expectations. Our communications efforts continue as we share the information we learned with our colleagues.

The university is submitting the following contracts for review:

1. Resident Supervision Contracts

The Fiscal Review Committee approved on May 15, 2006, the current contracts between the UT Health Science Center and the following two vendors that provide residency supervision: Campbell Clinic and Semmes-Murphey Neurologic and Spine Institute. Both are annual contracts we enter under our affiliation agreements.

What we previously brought to the Fiscal Review Committee for consideration were contracts between UT and these two vendors for supervision services needed at the Regional Medical Center in Memphis because only these contracts were in excess of \$250,000. The UT Health Science Center also has other contracts with these two vendors for the same services provided at Methodist University Hospital, St. Jude's Children's Research Hospital, and/or Baptist Memorial Hospital. Because none of these contracts had annual expenditures exceeding \$250,000 or were more than one year in duration, they were not identified as contracts needing the committee's approval. We now understand differently and are bringing amended contracts for the committee's consideration.

The amended contracts place the services provided for all Memphis area hospitals into a single, annual contract with the two vendors instead of having separate contracts for each of the hospitals served. This contractual change streamlines the contract processing between the vendors and the university and improves our ability

to monitor total expenditures under these affiliation agreements. The contractual term remains at one year. A summary of the amended contracts presented for review follows:

#### **Contract with Campbell Clinic**

In July 2003, Campbell Clinic and the University of Tennessee entered into an affiliation agreement to develop a joint UT/Campbell Clinic Department of Orthopedic Surgery in the Health Science Center's College of Medicine. This agreement states Campbell Clinic will be responsible for all orthopedic surgery education, residency training, research, and patient care programs of the College of Medicine.

The affiliation contract stipulates resident supervisory functions for orthopedic are carried out by the Campbell Clinic faculty and will be compensated through contracts between the affiliated hospitals and the University of Tennessee. This amended contract compensates Campbell Clinic for the faculty supervision of orthopedic residents for the period July 1, 2006, through June 30, 2007, in the amount of \$1,380,255. This contract is a renewal of agreements previously approved by the Fiscal Review Committee on October 9, 2003, June 17, 2004, October 26, 2005, and May 16, 2006, for services provided by Campbell Clinic for the Regional Medical Center in Memphis. The amended contract includes the same orthopedic resident supervisory services also provided by Campbell Clinic at Methodist University Hospital, St. Jude's Children's Research Hospital, and Baptist Memorial Hospital.

#### **Contract with Semmes-Murphey Neurologic and Spine Institute**

The university has a relationship with Semmes-Murphey Neurologic and Spine Institute that is over forty years old. Semmes-Murphey provides the most highly experienced and academically trained neurologists and neurosurgeons in the region. They are the only physician group in the region with the credentials required to provide the needed resident supervisory services.

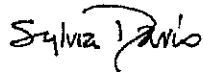
Signed in January 1987, the affiliation agreement between the university and Semmes-Murphey establishes the relationship by which the university obtains faculty supervision of neurology and neurosurgery residents caring for patients. This amended contract, which provides services for July 1, 2006 through June 30, 2007, is in the amount of \$715,524.95. This contract is a renewal of agreements previously approved by the Fiscal Review Committee on December 18, 2003, June

Jim White  
September 28, 2006  
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1, 2004, October 26, 2005, and May 16, 2006, for services provided by Semmes-Murphey for the Regional Medical Center in Memphis. The amended contract includes the same services also provided by Semmes-Murphey at Baptist Memorial Hospital.

Please let me know if you or others have questions or need additional information for the attached contracts.

Sincerely,

A handwritten signature in cursive script, reading "Sylvia Shannon Davis".

Sylvia Shannon Davis  
Vice President for Administration and Finance

bf

Enclosures

**THE UNIVERSITY OF TENNESSEE  
REQUEST: NON-COMPETITIVE AMENDMENT**

**APPROVED:**

\_\_\_\_\_  
UT System Office Approval

\_\_\_\_\_  
Date

EACH REQUEST ITEM BELOW MUST BE DETAILED OR ADDRESSED AS REQUIRED.

1) UT Tracking Number:

332.34-02-07

2) Campus/Institute Name:

Memphis

**EXISTING CONTRACT INFORMATION**

3) Short Description:

Neurology and Neurosurgery supervision at Memphis teaching hospitals

4) Proposed Vendor:

Name:

Semmes Murphey

Vendor Number:

Vendor ID:

5) Contract #

96594

6) Contract Start Date:

07/01/06

7) Current Contract End Date IF all Options to Extend the Contract are Exercised:

06/30/07

8) Current Total Maximum Cost IF all Options to Extend the Contract are Exercised:

480,000.00

**PROPOSED AMENDMENT INFORMATION**

9) Proposed Amendment #

10) Proposed Amendment Effective Date:

07/01/06

11) Proposed Contract End Date IF all Options to Extend the Contract are Exercised:

06/30/07

12) Proposed Total Maximum Cost IF all Options to Extend the Contract are Exercised:

715,524.95

13) Approval Criteria:  
(select one)

☐

use of Non-Competitive Negotiation is in the best interest of the university

☒

only one uniquely qualified service provider able to provide the service

14) Description of the Proposed Amendment Effects & Any Additional Service

Combine all neurology and neurosurgery resident supervision contracts into one. MED contract is the only one the

individually exceeds \$250,000 and was approved by the Fiscal Review Committee in June 2006.

**15) Explanation of Need for the Proposed Amendment:**

A separate contract has traditionally been done for each hospital. This amendment is to combine all similar agreements into one contract.

**16) Name & Address of Vendor/Contractor's Current Principal Owner(s):** (not required if proposed contractor is a state education institution)

Semmes Murphey  
6325 Humphrey's Blvd  
Memphis, TN 38120

**17) Documentation of Office for Information Resources Endorsement:** N/A  
(required only if the subject service involves information technology)

**18) Documentation of Department of Personnel Endorsement:** N/A  
(required only if the subject service involves training for state employees)

**19) Documentation of State Architect Endorsement:** N/A  
(required only if the subject service involves construction or real property related services)

**20) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :**

University of Tennessee/Semmes Murphey Affiliation Agreement designates Semmes Murphey as responsible entity for providing neurology and neurosurgery services to the College of Medicine.

**21) Justification for the Proposed Non-Competitive Amendment :**

Semmes Murphey and the University of Tennessee developed a joint UT-Semmes Murphey Department of Neurosurgery and Neurology in the College of Medicine. The agreement state that Semmes Murphey will be responsible for all educational, research and patient care programs. This is contract dollars received from the teaching hospitals to pay for this supervision to Semmes Murphey.

**Approvals**

\_\_\_\_\_  
Department Head or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Campus/Unit Purchasing Officer or Designee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Business Officer or Designee

\_\_\_\_\_  
Date

# THE UNIVERSITY OF TENNESSEE

## CONTRACT AMENDMENT

This amendment is to the contract between the University of Tennessee (hereinafter University) and Semmes Murphey (hereinafter Contractor), which Contract was signed by the University on 07-01-06.

This Contract amendment consists of this cover page, the University's Standard Terms and Conditions (on reverse), and 0 additional pages.

By mutual agreement, the University and the Contractor agree to the following amendment:

Amend contract 96594 to add supervision services at Methodist University Hospital.

Supervision totals by hospital:

MED

Neurology \$98,962.50

Neurosurgery \$381,037.50

Methodist

Neurology \$29,524.95

Neurosurgery \$206,000.00

Total Supervision \$715,524.95

Semmes Murphey agrees to abide by all HIPAA laws mandated by the federal government.

All other terms remain unchanged.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

### FOR CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
SSN or Fed. Id. No.

Rev. 2-1-97

### FOR UNIVERSITY:

\_\_\_\_\_  
Graduate Medical Education

Department Name

\_\_\_\_\_  
E073202

Responsible Account  
(If applicable)

\_\_\_\_\_  
Administrative Signature  
(Optional)

\_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Date

## STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
    - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
    - Unfair advantage to or favored treatment for a third party outside the University.
  - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

  - A. Any partners or employees of the Contractor who are also employees of the University.
  - B. Any relatives of the Contractor's partners or employees who work for the University.
  - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).





**GENERAL ASSEMBLY OF THE STATE OF TENNESSEE  
FISCAL REVIEW COMMITTEE**

320 Sixth Avenue, North – 8<sup>th</sup> Floor  
NASHVILLE, TENNESSEE 37243-0057  
615-741-2564

**Rep. Charles Curtiss, Chairman**  
Representatives

Harry Brooks  
Curt Cobb  
Dennis Ferguson  
Frank Niceley  
Craig Fitzhugh, *ex officio*  
Speaker Jimmy Naifeh, *ex officio*

Mary Pruitt  
Donna Rowland  
David Shepard  
Curry Todd

**Sen. Don McLeary, Vice-Chairman**  
Senators

Mae Beavers  
Jim Bryson  
Steve Cohen  
Douglas Henry, *ex officio*  
Lt. Governor John S. Wilder, *ex officio*

David Fowler  
Steve Southerland

**M E M O R A N D U M**

**TO:** The Honorable Dave Goetz, Commissioner  
Department of Finance and Administration

**FROM:** Charles Curtiss, Chairman  
Don McLeary, Vice-Chairman

**DATE:** May 16, 2006

**SUBJECT:** **Contract Comments**  
(Contract Services Subcommittee Meeting 5/15/06)

**RFS # N/A**

**University of Tennessee**

**Contractor: Semmes-Murphey Neurologic & Spine Institute**

**Summary: This vendor is responsible for the faculty supervision of neurology and neurosurgery residents caring for patients at the Regional Medical Center in Memphis. This is a one-year contract with a term beginning July 1, 2006, and ending June 30, 2007.**

**Maximum liability: \$480,000**

After review, the Fiscal Review Committee voted to recommend approval of the contract.

cc: Dr. John Petersen, President, University of Tennessee  
Ms. Sylvia Davis, Vice President for Administration and Finance  
Robert Barlow, Director, Office of Contracts Review



THE UNIVERSITY of TENNESSEE

Vice President for Administration and Finance

711 Andy Holt Tower  
Knoxville, TN 37996-0174  
Phone: (865) 974-2243  
Fax: (865) 974-1324

May 8, 2006

Mr. Jim White  
Executive Director  
Fiscal Review Committee  
320 Sixth Avenue, North - 8<sup>th</sup> Floor  
Nashville, TN 37243-0057

RECEIVED

MAY 09 2006

FISCAL REVIEW

Dear Mr. White:

Each year the Health Science Center enters into annual contracts with various affiliated medical practice groups to provide supervision of residents training. All contracts are funded by the hospitals where the residents will be assigned.

The following three sole-source contracts are submitted for review by the Fiscal Review Committee in accordance with Public Chapter 413, Public Acts of 2003.

**Contract with UT Medical Group**

The Accreditation Council for Graduate Medical Education requires around-the-clock faculty presence in hospitals when residents are providing obstetrics and gynecology services. In accordance with the university's affiliation agreement with the UT Medical Group (UTMG), UTMG is the sole provider under which OB/GYN patient care activities of the university's full-time faculty members shall be conducted. Patient care activities are defined as medical, medical administrative, educational and related professional services to hospitals.

This contract is for supervision of OB/GYN residents at the Baptist Women's Hospital. The FY 2007 maximum liability for the contract is \$400,000. This contract is a renewal of the agreements previously approved by the Fiscal Review on December 18, 2003, June 17, 2004 and October 26, 2005

**Contract with Campbell Clinic**

In May 2003, Campbell Clinic and the University of Tennessee entered into an affiliation agreement to develop a joint UT/Campbell Clinic Department of Orthopedic Surgery in the Health Science Center's College of Medicine. This agreement states that Campbell Clinic will be responsible for all orthopedic surgery education, residency training, research, and patient care programs of the College of Medicine.

The affiliation contract stipulates that residency supervisory functions are carried out by the Campbell Clinic faculty and will be compensated through contracts between the affiliated hospitals and the University of Tennessee. This contract compensates Campbell Clinic for the faculty supervision of orthopedic residents for the period July 1, 2006 through June 30, 2007 in the amount of \$968,000. This contract is a renewal of the agreements previously

Mr. Jim White  
Page two  
May 8, 2006

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approved by the Fiscal Review Committee on October 9, 2003, June 17, 2004, and October 26, 2005.

**Contract with Semmes-Murphey Neurologic and Spine Institute**

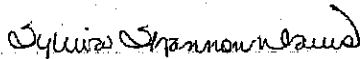
The university has a relationship with Semmes-Murphey Neurologic and Spine Institute that is over forty years old. Semmes-Murphey provides the most highly experienced and academically trained neurologists and neurosurgeons in the region. They are the only physician group in the region with the credentials required to provide the needed services.

Signed in January 1987, the affiliation agreement between the university and Semmes-Murphey establishes the relationship by which the university obtains faculty supervision of neurology and neurosurgery residents caring for patients at the Regional Medical Center in Memphis. The contract, which provides services for July 1, 2006 through June 30, 2007, is in the amount of \$480,000. This contract is a renewal of the agreements previously approved by the Fiscal Review Committee on December 18, 2003, June 1, 2004, and October 26, 2005.

Each year the Health Science Center enters into contracts with various affiliated medical practice groups to provide supervision of residents training. All contracts are funded by the hospitals and remain relatively unchanged from year to year and reflect on-going activities between the university and affiliated partners. As requested by the Fiscal Review Committee in October 2005 the contracts before you for consideration are in their final form with estimated liability dollars in order to have them before the Committee prior to their effective dates. The amounts represented on each contract are the maximum liability calculated at the present time.

Please let me know if you or others have questions or need additional information for the attached contracts.

Sincerely,



Sylvia Shannon Davis  
Vice President for Administration and Finance

**Attachment**

c: Dr. John Petersen  
Mr. Anthony Ferrara  
Mr. Anthony Haynes  
Dr. William F. Owen, Jr.

**THE UNIVERSITY OF TENNESSEE**  
**JUSTIFICATION FOR NON-COMPETITIVE PURCHASES AND CONTRACTS**  
**Values of \$50,000 or More**

**Contract Tracking Number** \_\_\_\_\_

**Requisition Number for Items Processed through Purchasing:** \_\_\_\_\_

This form must be completed for all non-competitive purchases for goods or services that are secured either through a purchasing requisition or a contract for expenditures of \$50,000 or more. This form and any other documents that support the justification of a non-competitive purchase **must be approved in advance** of securing the goods or services. Approvals include the Department Head, Director of Purchasing, and the Chief Business Officer or their designees. The Chancellor or Vice President or designee must approve expenditures of \$100,000 or more. The Vice President for Administration and Finance, or designee, must approve expenditures of \$250,000 or more.

Non-competitive service contracts, including amendments that cumulatively exceed \$250,000 must be routed to the Tennessee Legislative Fiscal Review Committee for comment. The Fiscal Review Committee has 15 days from the receipt of the contract information for comments. A minimum of 30 days will be required to process service contracts exceeding \$250,000.

**Information Related to the Purchase of the Goods or Services**

**1. Type of Request:**

Non-Competitive Contract (Sole-Source) ☒  
Contract thru Purchasing ☐  
Requisition thru Purchasing ☐

**2. Prepared By:**

Name: Aaron Haynes  
Email address: ahaynes@utmem.edu  
Phone No: 901.448.5364

**3. Cost Center or WBS Element:**

Name: Faculty Supervision Account  
Number: R073202066

**4. Proposed Contractor or Vendor:**

Name: Semmes Murphey  
Address (Street): 6325 Humphrey's Blvd  
Address (City, State, and Zip Code): Memphis, TN 38120

**5. Effective Date:**

Beginning Date                      7-1-06  
Ending Date                         6-30-07

**6. Estimated Cost:**

480,000.00

**7. Source of Funds (e.g. state funds, federal funds, etc.):**

contract

**8. Is this an amendment to an existing contract/purchase order?**

☐ Yes                                      ☒ No

**9. If Yes,**

Number of Original Contract/Purchase Order  
Beginning Date of Original Contract/Purchase Order  
Amount of Original Contract/Purchase Order  
Accumulated Cost with this amendment

**10. Describe the primary reason the University is entering into this contract/purchase**

Supervision of Neurosurgery and Neurology residents at the Regional Medical Center

**11. Describe the goods or service to be acquired.**

Supervision of Neurosurgery and Neurology residents at the Regional Medical Center

**12. Is there an urgent need or an emergency preventing competitive methods?**

☐ Yes            ☒ No            ☐ N/A

If yes, please explain:

13. Is there only one product or service that can meet the specific needs or must the product or service be provided by this particular source.

☒ Yes    ☐ No    ☐ N/A

If yes, please explain:

Semmes Murphey and the University of Tennessee developed a joint UT-Semmes Murphey Department of Neurosurgery and Neurology in the College of Medicine. This agreement states that Semmes Murphey will be responsible for all educational, research and patient care programs. These funds are contracts dollars received from the Regional Medical Center to pay for this service.

14. Does proposed contractor or vendor have experience providing same or similar goods or services?

☒ Yes    ☐ No

15. Has the department ever purchased these same goods or services from this vendor?

☒ Yes    ☐ No

If yes, what procurement method was used? (Ex. Competitive, Non-Competitive, etc.)

Non-Competitive

16. If for services, was an effort made to use existing University employees to perform services?

☒ Yes    ☐ No

If no, why not?

17. Is the contract for services from another governmental unit, such as a State or federal agency, or from another college or university?

☐ Yes    ☒ No

### **Justification**

A complete justification must be provided to explain why the University should acquire the goods or services through non-competitive procurement request rather than through a competitive process. (Note: Being the "only known" or "best" is not deemed adequate justification.)

Semmes Murphey and the University of Tennessee developed a joint UT-Semmes Murphey Department of Neurosurgery and Neurology in the College of Medicine. This agreement states that Semmes Murphey will be responsible for all educational, research and patient care programs. These funds are contracts dollars received from the Regional Medical Center to pay for this service.

# THE UNIVERSITY OF TENNESSEE

## CONTRACT

This Contract, made and entered into on 7-1-06, documents the agreement between The University of Tennessee (hereinafter University) and Semmes Murphey (hereinafter Contractor).

This Contract consists of this cover page, the University's Standard Terms and Conditions (on reverse), and 0 additional pages. Terms contained on this cover page and the University's Standard Terms and Conditions shall prevail over those of any attachment unless otherwise stated under "Other terms" below.

Contractor will provide the following:  
Faculty Supervision of Neurology and Neurosurgery residents at the Regional Medical Center.

The period of performance under this contract is from 7-1-06 through 6-30-07. However, the University may terminate this Contract by giving the Contractor at least thirty (30) days written notice before the effective termination date, in which event the Contractor shall be entitled to receive equitable compensation for satisfactory authorized work completed as of the termination date.

The University will compensate the Contractor \$ 40,000.00 per month.

Other payment terms:  
Monies will not be dispersed from the University until payment received from the MED.

The University's maximum liability under this Contract is \$ 480,000.00.

Other terms (N/A if none):  
Semmes Murphey will maintain documentation of faculty supervision hours for audit purposes.

In witness of their acceptance of the terms of this agreement, the parties have had this Contract executed by their duly authorized representatives.

### FOR CONTRACTOR:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
SSN or Fed. Id. No.

### FOR UNIVERSITY:

\_\_\_\_\_  
Graduate Medical Education  
Department Name

\_\_\_\_\_  
R073202065  
Responsible Account  
(If applicable)

\_\_\_\_\_  
Administrative Signature  
(Optional)

\_\_\_\_\_  
Authorized Official

## STANDARD TERMS AND CONDITIONS

1. The University is not bound by this Contract until it is approved by the appropriate University official(s) indicated on the signature page of this Contract.
2. This Contract may be modified only by a written amendment which has been executed and approved by the appropriate parties as indicated on the signature page of this Contract.
3. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the University.
4. Unless otherwise indicated on the reverse, if this Contract provides for reimbursement for travel, meals or lodging, such reimbursement must be made in accordance with University travel policies.
5. The Contractor warrants that no part of the total Contract amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor, or consultant to Contractor in connection with any work contemplated or performed relative to this Contract, and that no employee or official of the State of Tennessee holds a controlling interest in the Contractor. If the Contractor is an individual, the Contractor certifies that he/she is not presently employed by the University or any other agency or institution of the State of Tennessee; that he/she has not retired from or terminated such employment within the past six months; and that he/she will not be so employed during the term of this Contract.
6. The Contractor shall maintain documentation for all charges against the University under this Contract. The books, records and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment, and shall be subject to audit, at any reasonable time and upon reasonable notice, by the University or the Comptroller of the Treasury, or their duly appointed representatives. These records shall be maintained in accordance with generally accepted accounting principles.
7. No person on the grounds of disability, age, race, color, religion, sex, national origin, veteran status or any other classification protected by Federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract. The Contractor shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notice of non-discrimination.
8. The Contractor, being an independent contractor, agrees to carry adequate public liability and other appropriate forms of insurance, and to pay all taxes incident to this Contract. The University shall have no liability except as specifically provided in this Contract.
9. The Contractor shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.
10. This Contract shall be governed by the laws of the State of Tennessee, which provide that the University has liability coverage solely under the terms and limits of the Tennessee Claims Commission Act.
11. The Contractor shall avoid at all times any conflict of interests between his/her duties and responsibilities as a Contractor and his/her interests outside the scope of any current or future Contracts. The following principles define the general parameters of a conflict of interests prohibited by the University:
  - A. A Contractor's outside interests shall not interfere with or compromise his/her judgment and objectivity with respect to his/her duties and responsibilities to the University.
  - B. A Contractor shall not make or influence University decisions or use University resources in a manner that results in:
    - Financial gain outside any current or future Contracts for either the Contractor or his/her relatives or
    - Unfair advantage to or favored treatment for a third party outside the University.
  - C. A Contractor's outside financial interests shall not affect the design, conduct, or reporting of research.

The Contractor certifies that he/she has no conflicts of interests and has disclosed in writing the following:

  - A. Any partners or employees of the Contractor who are also employees of the University.
  - B. Any relatives of the Contractor's partners or employees who work for the University.
  - C. Any outside interest that may interfere with or compromise his/her judgment and objectivity with respect to his/her responsibilities to the University.
12. If the Contractor fails to perform properly its obligations under this Contract or violates any term of this Contract, the University shall have the right to terminate this Contract immediately and withhold payments in excess of fair compensation for completed services. The Contractor shall not be relieved of liability to the University for damages sustained by breach of this Contract by the Contractor.
13. It is understood by the Contractor that the University will possess all rights to any creations, inventions, other intellectual property, and materials, including copyright or patents in the same, which arise out of, are prepared by, or are developed in the course of the Contractor's performance under this Contract. The Contractor and the University acknowledge and agree that the Contractor's work under this Contract shall belong to the University as "work-made-for-hire" (as such term is defined in U.S. Copyright Law).